



**RECORD & RETURN TO:**

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Spokane, WA 99203

**SEVENTH AMENDMENT TO  
DECLARATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND RESERVATIONS  
FOR  
MEADOWWOOD GLEN**

REFERENCED DOC: 4159620  
GRANTOR: Meadowwood Glen Homeowners Association  
GRANTEE: Owners of Land in Meadowwood Glen  
ABBREV LEGAL: Ptn of NE ¼ of Section 14, Township 25 N, Range 45 EWM  
TAX PARCEL NO.: 551451.9053

**THIS SEVENTH AMENDMENT TO DECLARATION AND  
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND  
RESERVATIONS FOR MEADOWWOOD GLEN** pertains to that certain  
Declaration and Covenants, Conditions, Restrictions, Easements and Reservations  
for Meadowwood Glen, recorded November 12, 1997 under Auditor's File No.  
4159620, and subsequently amended by documents recorded under Auditor's File  
Nos. 4238793, 4252176, 4323385, 4367620, 4614825 & 4812455, records of Spokane  
County, Washington.

Seventh Amendment  
MEADOWWOOD GLEN - 1

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**W I T N E S S E T H :**

**WHEREAS**, on November 12, 1997, the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Meadowwood Glen ("Declaration") were recorded with the Spokane County Auditor, under Auditor's File No. 4159620; and

**WHEREAS**, on June 30, 1998, a First Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Meadowwood Glen ("1<sup>st</sup> Amendment") was recorded with the Spokane County Auditor under Auditor's File No. 4238793; and

**WHEREAS**, on August 1, 1998, a Second Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Meadowwood Glen ("2<sup>nd</sup> Amendment") was recorded with the Spokane County Auditor under Auditor's File No. 4252176; and

**WHEREAS**, on January 27, 1999, a Third Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Meadowwood Glen ("3<sup>rd</sup> Amendment") was recorded with the Spokane County Auditor under Auditor's File No. 4323385; and

**WHEREAS**, on May 14, 1999, a Fourth Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Meadowwood Glen ("4<sup>th</sup> Amendment") was recorded with the Spokane County Auditor under Auditor's File No. 4367620; and

**WHEREAS**, on July 30, 2001, a Fifth Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for

Meadowwood Glen ("5<sup>th</sup> Amendment") was recorded with the Spokane County Auditor under Auditor's File No. 4614825; and

**WHEREAS**, on December 6, 2002, a Sixth Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Meadowwood Glen ("6<sup>th</sup> Amendment") was recorded with the Spokane County Auditor under Auditor's File No. 4812455; and

**WHEREAS**, owners of lots in excess of sixty-seven percent (67%) of the member voting power pursuant to Articles 4 and 14 of the Declaration, desire to amend the Declaration, after having received proper notice, and voted in accordance with the requirements of the Declaration:

**NOW, THEREFORE, Declarant** does hereby amend the prior Declaration, as amended, in the following particulars:

1. Amendment of Section 2.14. Section 2.14 of the Declaration is hereby amended and restated as follows, and shall be substituted in its entirety for Section 2.14 of the original Declaration and as amended:

Section 2.14 Entry Monument, Landscaping, Lighting, and Fence Maintenance. An entry monument and landscaping, including appurtenant facilities such as an irrigation system and lighting, are located within Tract D, and shall be owned and maintained by the Association, together with all other landscaping and appurtenant facilities, including, without limitation, street and other lighting, located within the Common Area. The costs of maintaining the entry monument, landscaping and appurtenant facilities and lighting shall be chargeable assessments are more particularly provided in Article 7 of this Declaration.

2. Amendment of Section 3.5.17. Section 3.5.17 of the Declaration is hereby amended and restated as follows, and which shall be substituted in its entirety for Section 3.5.17 of the original Declaration and as amended:

Section 3.5.17 Fences. All fences, with the exception of fences constructed on Lots that share a common border with MeadowWood Golf Course, shall conform in all material respects to the fence detail shown on Exhibit A attached hereto and incorporated herein by this reference unless otherwise authorized by the Board. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall. For fences situated along, facing or contiguous to Country Vista Drive or Mission Avenue, fence material shall be comprised of cedar and such fencing shall be painted within two (2) weeks following completion in colors to match the common color scheme for such Country Vista Drive and Mission Avenue fences. Prior to painting such fences, the Owner shall first notify the Association that the fence is to be painted and the specific colors shall then be promptly provided by the Association to the Homeowner. For fences situated along other boundaries, fence material may be comprised of either vinyl or cedar. No fences may be constructed, installed or otherwise placed on Lots which share a contiguous border with MeadowWood Golf Course unless required by governmental authorities to surround or otherwise restrict access to a swimming pool. Such pool fencing to be installed shall be constructed of wrought iron. Prior to constructing such pool fencing, the Owner shall first notify the Association that such fence shall be constructed and the Association shall promptly provide the specific design specifications to the Owner.

3.5.17.1 The maintenance and appearance of perimeter fencing shall be governed by the following:

3.5.17.1.1 That fence maintenance and repair of the perimeter fence along Mission from Country Vista to the East subdivision boundary, along Country Vista to the South subdivision

boundary, and along Sharp Lane between Country Vista and Winchester Lane shall become the responsibility solely of the homeowners of those specific lots;

3.5.17.1.2 That it is no longer the responsibility of the Board of Directors to "cause to be painted the street-facing side of the fence" as described above;

3.5.17.1.3 In order to comply with the Declaration, as amended, the Board of Directors would retain its responsibility of helping the neighborhood to maintain a sense of continuity regarding the appearance of the fence. Thus, the Board of Directors would continue to have the authority to approve elevation, material, color and dimensions of the fence.

3.5.17.1.4 It is the homeowners' responsibility and expense to maintain the appearance and condition of their property (Article 3, Section 3.5.2). If necessary, the Board may request by delivered letter, that fence repairs be made by the homeowner. If repairs are not completed within 90 days, the Board may contract out the repairs and invoice the homeowner for the incurred expense.

3.5.17.1.5 The following sections of fence would be allowed to be either entirely wood or vinyl at the discretion of the majority of the fence owners along these sections. Each section of fence must be completed in its entirety within sixty (60) days of a specified starting date.

- a) Along Mission from County Vista to Murray Lane;
- b) Along Mission from Murray Lane to the East subdivision boundary;
- c) Along County Vista from Mission to Sharp Lane;
- d) Along County Vista from Sharp Lane to the South subdivision boundary;
- e) Along the South side of Sharp Lane from County Vista to Murray Lane;

- f) Along the South side of Sharp Lane from Murray Lane to Winchester Lane;
- g) Along the North side of Sharp Lane from Country Vista to Murray Lane; and
- h) Along the North side of Sharp Lane from Murray Lane to Winchester Lane.

Appearance of the fences in these sections would have to be uniform; all wood fences the same and all vinyl fences the same, as approved by the Board of Directors.

IN WITNESS WHEREOF the parties have set their hands as of the date first set forth above.

MEADOWWOOD GLEN HOMEOWNERS ASSOCIATION

By: Kevin Glynn  
Kevin Glynn, President

By: Dan Schmedtje  
Dan Schmedtje, Secretary  
Treasurer

STATE OF WASHINGTON )  
 ) : ss.  
County of Spokane )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Kevin Glynn and Dan Schmedtje, to me known to be the President and Secretary/Treasurer, respectively, of Meadowwood Glen Homeowners Association, the non-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 7 day of <sup>Aug.</sup> ~~June~~, 2011.

John T. Hettle  
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.  
My Commission Expires: 7/1/15

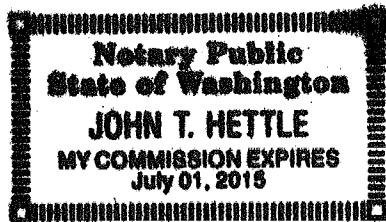
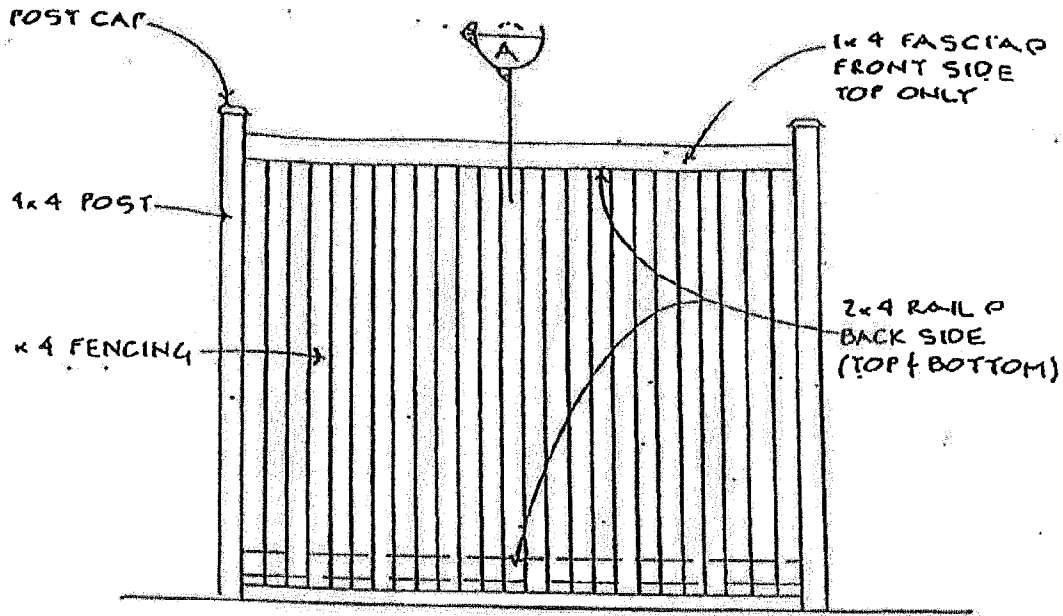
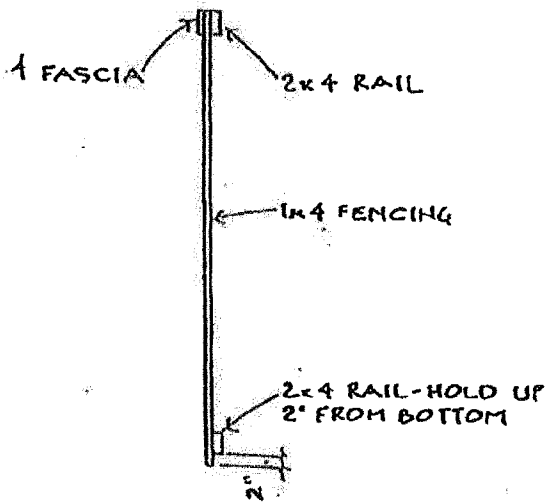


Exhibit "A"



FRONT ELEVATION



SECTION A-A

FENCE DETAIL

1/2" = 1'-0"